RECENT IMPORTANT DECISIONS.

BANKRUPTCY—PENALTIES NOT ALLOWABLE CLAIMS.—The state of New York recovered a judgment for a penalty for the violation of a milk law, against a partnership which was later adjudicated bankrupt. The bankrupts filed a petition asking that the state be stayed from enforcing the said judgment until twelve months after the adjudication or until the question of the discharge be determined. *Held,* the penalty recovered by the state is not a debt that can be proved or allowed as such against the bankrupts' estate, except to the extent of the pecuniary loss sustained by the act out of which the penalty arose, together with costs and interest, and that the state's suit should therefore not be stayed. *In re Abramson,* (C. C. A., 1914) 210 Fed. 878.

Owing to the fact that such a claim is a fixed liability at the time of the filing of the petition there is much ground for argument that it should be a provable claim, but the courts say such a claim may be within the letter of the law but not within the spirit of it. *In re Moore,* 111 Fed. 145. The English courts hold such a claim not provable under their bankruptcy statutes. *Rex* v. *Norris,* 4 Burr. 2142; *Bancroft* v. *Mitchell,* L. R. 2 Q. B. 549; *Ex parte Graves,* 3 Ch. App. 642. The decisions on this point were not in accord under the act of 1867, but when the question reached the supreme court it decided that a penalty was not a provable claim. *United States* v. *Herron,* 20 Wall. 251. Under the act of 1898 the decisions are nearly uniform in holding the claim not provable. *In re Southern Steel Co.,* 183 Fed. 498; *In re Baker,* 96 Fed., 963; *In re McBride,* 99 Fed., 686; *Beers* v. *Hanlin,* 99 Fed., 695. But see *In re Alderson,* 98 Fed., 588, contra.

BANKRUPTCY—TERMINATION OF THE RELATION OF LANDLORD AND TENANT.—A written lease for a term of years was entered into, beginning Feb. 1, 1912. A petition in bankruptcy against the lessee was filed on April 27, 1912, and on that day a receiver was appointed who entered and took charge of the premises. *Held,* the bankruptcy of a tenant does not terminate the contractual relations existing between tenant and landlord, but the tenant remains liable, and the obligation to pay rent is not discharged as to the future unless the trustee elects to retain the lease as an asset. *In re Sherwoods,* (C. C. A. 1913), 210 Fed. 754.

There is a conflict of authority as to whether or not the bankruptcy of a tenant terminates the contractual relations existing between tenant and landlord, but is is safe to say this decision is in accord with the weight of authority. The question arises more frequently where an attempt is made by the landlord to prove his claim for future rent to accrue subsequent to the filing of the petition. *Watson* v. *Merrill,* 136 Fed. 362; *Bray* v. *Cobb,* 100 Fed. 27. The cases holding contra to the principal case say the claim for the rent which would otherwise accrue is not a provable debt as the rent can never accrue at all because by the bankruptcy of the tenant the relation is

ended. *Bailey* v. *Loeb,* 2 Fed. Cas. 376; *In re Webb,* 29 Fed. Cas. 494; *In re Breck,* 4 Fed. Cas. 43; *In re Jefferson,* 93 Fed. 948; *Re Hays F. & W. Co.,* 117 Fed. 879. Those holding in accord with the principal case say that unless the trustee in bankruptcy elects to take the lease, the tenant continues in the lease as though there had been no bankruptcy. *Re Roth & Appel,* 181 Fed. 667; *Cobb* v. *Overman,* 109 Fed. 65; *Re Hinckel Brewing Co.,* 123 Fed. 942; *Re Ells,* 98 Fed. 968.

BIGAMY.—CAN AN INVALID MARRIAGE BE AVOIDED WITHOUT LEGAL PROCESS?—Defendant while under the statutory age of consent and between fourteen and fifteen years of age, contracted a marriage which was followed by cohabitation for a short time. Defendant then renounced the marriage and left his wife, and five years later married another woman. In a prosecution for bigamy defendant was held guilty. *Garner* v. *State,* (Ala. 1913) 64 So. 183.

This decision is in accord with the weight of authority. However, in *People* v. *Slack,* 15 Mich. 192 and in *People v. Schoonmaker,* 119 Mich. 242, 77 N. W. 934, under a statute declaring that if either of the parties was under the age of consent at the time the marriage was solemnized and if they separated during such nonage and did not cohabit afterwards the marriage shall be deemed void without any decree of divorce or other legal process, it was held that the decree of marriage could be renounced by the party under the age of consent. In *Shafher* v. *The State,* 20 Ohio 1 the defendant married under the age of consent. He left his wife and married again and it was held that as the first marriage had not been confirmed by cohabitation after the defendant arrived at the age of consent, a conviction for bigamy could not be sustained. In *Canale* v. *People,* 177 Ill. 219, 52 N. E. 310 the general rule was recognized that a marriage, invalid where celebrated, is invalid everywhere and a marriage void by the laws of Italy because the parties were under age, and which was disaffirmed by the parties before the age of consent, was held insufficient to support a conviction of bigamy based on a subsequent marriage of one of the parties in this country. At the common law the only case in which the marriage is absolutely void from want of age to consent is where either party to it is below the age of seven. 1 BLACKSTONE COM. 436. The common law age of consent is twelve for females and fourteen for males, but marriages by parties under this age were, subject to the above restriction, voidable and could be disaffirmed without judicial decree by the party under age on becoming of age. 1 BLACKSTONE COM. 436. The general rule is that marriages under the statutory age of consent are voidable and unless avoided the marriage is valid. *Koonce* v. *Wallace,* 52 N. C. 194. And in *Smith* v. *Smith,* 84 Ga. 440, although the code declared marriages by parties under the age of consent void, yet cohabitation after reaching the age of consent was held to ratify and confirm the marriage. For extensive note on this subject see 22 L. R. A. N. S. 1202.

COMMERCE—STATE REGULATION OF PEDDLERS AND DRUMMERS.—The defendant travelled through Michigan soliciting orders for a foreign firm. The goods were shipped to defendant in carload lots, the packages being mixed